

June 28, 2013

To: Executive Board

Subject: **University of La Verne Student Rider Pilot Program Memorandum of Understanding**

Recommendation

Receive and file the Memorandum of Understanding (MOU) with University of La Verne for implementing a Student Rider Pilot Program from the Fall 2013 through Fall 2014 semesters.

Background

Foothill Transit currently has college subsidized student rider programs at Rio Hondo College (GoRIO) and Pasadena City College (I-Pass). Reaching out to students increases their probability of ridership as they enter the workforce, generating transit-positive commuters of the future. These programs are used as marketing and ridership growth efforts that allow transit agencies the opportunity to collect valuable information on system wide ridership.

GoRIO's pilot program began in the Fall Semester of 2006 and was the first program of its kind for Foothill Transit. The first MOU for the pilot program was for a two semester pilot program where Foothill Transit would accept \$4,779 per semester from Rio Hondo to cover the estimated passes for full-time students. The college's funding for the pilot came from Measure A bond funds that were dedicated to reduce demand for parking and ease traffic from construction. The GoRIO program gives full-time students access to multiple transit providers that serve the college, Foothill Transit being one of them.

After the pilot program, Rio Hondo students voted in a transportation fee that each student pays. Access to Foothill Transit's service is available to any full-time student who chooses to participate in the program. The current GoRIO MOU stipulates that the college subsidize student ridership on Foothill Transit's service at the rate of \$17,500 for the 2012 - 2013 academic year (two semesters). That subsidy rate is up from \$10,000 in the previous year and is based on ridership data available from Foothill Transit's fare collection system. The MOU is being updated with an annual rate of \$20,000 per year and a meeting with Rio Hondo is scheduled at the beginning of July. GoRIO ridership numbers are estimated at approximately 32,500 boardings per year.

Pasadena City College's I-Pass pilot program began in the Fall Semester of 2010. The MOU for this program covered the first semester where Foothill Transit would accept \$30,000 for full-time students to have access to Foothill Transit services. It is our understanding that this pilot was funded through the college's General Fund. Like the GoRIO program, I-Pass also provides students access to multiple transit providers.

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The current I-Pass MOU stipulates that the college subsidize student ridership on Foothill Transit's service at the rate of \$60,000 for the 2012 - 2013 academic year. PCC students pay \$30 per semester to the college to participate in the program. The MOU is revisited regularly and is based on a thorough analysis of ridership. PCC ridership is estimated at approximately 78,000 per year.

Planning for the recently approved pilot program for Mt. San Antonio College is underway and preparing for launch in July. The marketing program includes adding an element to the Foothill Transit website as well as advertisements on campus in the weeks prior to students leaving for summer break. The feedback from the program, measured by visits to the website, has been favorable and shows student interest in the program. The Foothill Transit IT department has been working closely with the IT department at Mt. SAC creating a tracking system from the ground up that will both limit the amount of time for the registration process while also reducing fraud and redundancies in the system.

Discussions with Citrus College regarding implementation of a similar pilot program have ceased. The College was not interested in the opportunity at this time. A reason cited for not wanting to participate in the program was the Gold Line Foothill Extension stopping adjacent to campus starting in 2015. Additional information the college gathered brought them to conclude that student ridership was not high enough to constitute entering into a pilot program with Foothill Transit. Future thoughts for Citrus College includes revisiting the program with them possibly after talking to Metro about a partnership once the Gold Line is closer to completion.

Analysis

Representatives from the University of La Verne (University) recently approached Foothill Transit's Executive Director inquiring about opportunities to partner and provide services to the University students. Foothill Transit expressed great interest in implementing a program at the University. At a follow up meeting it was decided that a Fall semester 2013 launch, similar to Mt SAC, would be preferable to the University.

In preliminary discussions, a pilot program has been negotiated with the University that will allow all credit earning students (full and part-time) and staff to ride Foothill Transit's local lines and Silver Streak. The only means to gather student ridership data from the University at this time is to base projections on trends observed with the Rio Hondo and PCC programs. From that information the University ridership is conservatively estimated at 25,000 boardings per year for their 5,400 students and 600 staff.

The University of La Verne pilot program would be very similar to the Mt. SAC pilot program. The proposed La Verne program details are as follows: (1) both full and part-time University of La Verne credit students *and staff* can participate and have access to

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Foothill Transit's local and Silver Streak service; (2) the pilot will be a three semester program used to calculate an appropriate subsidy amount and during the final semester the details of the continued program will be decided on; and (3) students and staff will be able to ride the system during the winter break but not the summer break.

At the end of the pilot another MOU between the University and Foothill Transit will be created to outline the subsidy for Foothill Transit that will be provided by the University. The University is a private institution and funding this type of program may not require a student vote, but this will be decided during the MOU drafting process. The University has voiced its commitment to this program and is already looking into the future for options and plans of how we will continue to partner together.

The projected cost of the three semester pilot program is \$85,000. This includes the fare revenue that will not be collected from students during the pilot period, the cost of TAP cards, and the cost of marketing materials to promote the program.

Budget Impact

The total projected budget impact for this pilot program is estimated at \$97,500 which will be funded with Measure R funds. This cost is based on the following: (a) a conservative estimate of \$37,500 per year in fare revenue that will not be collected from University of La Verne students; (b) \$30,000 to market the program, estimated similar to the Mt. SAC marketing campaign but leaner given the smaller student body; (c) \$30,000 for TAP Cards during the pilot program. These funds have been included in the FY 2014 budget.

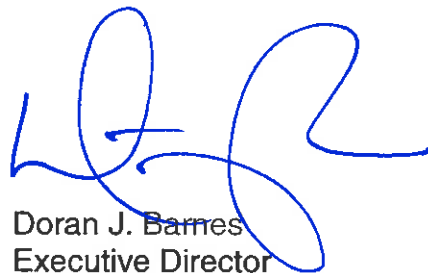
Attachment A is the draft MOU.

Sincerely,



Katie Gagnon
Special Projects Manager

Attachment


Doran J. Barnes
Executive Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Foothill Transit, a joint powers authority organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790 and the University of La Verne (University) located at 1950 Third Street, La Verne, CA 91750.

Purpose

The purpose of this Memorandum is to establish the commitments and roles of Foothill Transit and the University relative to a pilot transportation program wherein Foothill Transit will provide transportation services to the University's staff and students.

Term of Pilot Program

The pilot program described herein will commence no earlier than the beginning of the University's Fall 2013 semester. Once the pilot program is initiated, Foothill Transit and the University agree that it will remain in place from through the end of the University's Fall 2014 semester.

Funding

Foothill Transit agrees that it will be solely responsible for the funding of the pilot program. The University and the University's staff and students participating in the pilot will not be charged any fees for transportation services provided by Foothill Transit to the University's staff and students during the term of the pilot program.

Mutual Commitments

Foothill Transit and the University agree to work cooperatively during the term of the pilot program to develop a comprehensive student/staff transportation pass program that would establish the roles and responsibilities of Foothill Transit and the University that would allow University staff and students enrolled in credit courses for the specific term(s) to utilize Foothill Transit's Local and Silver Streak services by using a student pass developed by Foothill Transit in cooperation with the University. Foothill Transit agrees to fund the marketing efforts and will work cooperatively with the University to market the pilot program. Foothill Transit and the University also agree that they will enter into a memorandum of understanding setting forth their understandings and obligations relative to any University student and staff public transportation program that is established during or after the completion of the pilot program.

Foothill Transit Commitments

1. Foothill Transit agrees that it will recognize Foothill Transit passes issued by the University to University staff and students enrolled in credit courses, allowing them to use Foothill Transit Local and Silver Streak bus services twenty four hour a day, seven days a week during the established term of the pilot program, without the payment of any additional fare by the students or the University.
2. Foothill Transit will collect ridership data concerning student usage during the pilot program and will provide the data to the University to assist the University in determining whether to continue the program beyond the pilot program as well as provide data and details regarding all potential cost of the program to the University and student/staff riders.
3. Foothill Transit will provide detailed ridership and cost information, including the use of technology for a TAP card, smartcard sticker, other relevant technology, including the utilization of the current University identification card, for purposes of accessing transportation services upon completion of the pilot program. This information will be provided by Foothill Transit to the University no later than August 2014.

University Commitments

The University agrees that it will examine cost recovery plans that could include an increase in student fees to fund any public transportation program for University staff and students beyond the pilot program.

Hold Harmless

Foothill Transit agrees to indemnify and hold harmless the University, its trustees, administrators, managers, officers, agents and/or employees from and against any and all actions, claims damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any and all judgments rendered against the University, its trustees, administrators, managers, officers, agents and/or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with this MOU, including but not limited to, any act, error or omission by Foothill Transit and/or its Members, officials, officers, volunteers, agents, and independent contractors who serve as Foothill Transit officers, officials, or staff in the performance of services rendered to University and its staff and students.

FOOTHILL TRANSIT
100 S. VINCENT AVE.
SUITE 200
WEST COVINA, CA 91790

UNIVERSITY OF LA VERNE
1950 THIRD STREET
LA VERNE, CA 91750

By: _____

Doran J. Barnes
Executive Director

By: _____

Date: _____

Approved as to Form

By: _____

Edward J. Gill
Thompson Coburn, LLP
Foothill Transit Special Legal Counsel

By: _____